



LEADERSHIP, ADVOCACY AND SERVICE FOR MANITOBA'S PUBLIC SCHOOL BOARDS

**BILL 45 - The Public Schools Amendment and Manitoba Teachers' Society Amendment
COMMITTEE HEARING – April 14, 2021
Alan Campbell, Manitoba School Boards Association**

Good evening committee members.

It is with mixed emotions that I appear before you to address Bill 45. In doing so, I wear two hats— the first as a locally elected trustee from my local community and the second as President of our association, being elected by the community of school boards of Manitoba to bring their voice to such proceedings.

For 150 years, school trustees in Manitoba have represented the employing authority for all staff who make a difference in the lives of our communities' students and schools. From the days of the one room schoolhouses through to the dawn of cyber academies and virtual schools, we have brought the employer relationship to the bargaining table with our teaching staff.

One size does not fit all when it comes to education in Manitoba and this also applies to the compensation, benefits and working conditions that we strive to establish locally.

Important distinctions, in terms of community character, program interests, and regional economic diversity, means that retaining the power to bargain with one's teachers, division by division, has provided this province with the most effective way to address local needs. It has ensured that, subject to a broad framework of provincial coordination, there remains sufficient allowance for each community to adopt those collective agreement provisions that serve their best interests.

Bill 45 represents the discontinuance of this proud legacy. A legacy that has always ensured that Manitoba remains a destination of choice for teachers, by way of promoting recruitment and retention that benefits our students, and helps meet their academic and developmental needs.

It is for this reason that the formal policy statement of MSBA in respect of Human Resources, as adopted through the democratic and collective voice of school boards province-wide, emphasizes that local bargaining ought to remain untouched.

But the Government has had ample time to consider the impacts of the path it is now choosing under Bill 45 and the oath that it has taken in respect of our province and its people. This last statement is the upper extent of the decorum that I can maintain, regarding the full impact of what Bill 45 proposes to change.

It is indeed a sad day for local communities across our great province. An important part of our social fabric and what makes us who we are, in terms of communities welcoming and working side by side with their teachers, will be forever removed under Bill 45.

I have therefore said all that needs to be said, in keeping with local democracy's final hoorah in matters of teacher employment authority, should Bill 45 pass. This is where I will now remove my hat as an elected community school trustee and conclude my presentation as President of the Manitoba School Boards Association.

According to this role, I must concede before the committee that while our policy statements reflect a broad consensus as to "what is" and "what should be", the statute that enables us, the MSBA Act, also provides that as a corporate entity, we shall at all times comply and conduct ourselves in keeping with the laws of Manitoba.

Therefore, should Bill 45 undoubtedly pass, to receive full assent and eventual proclamation, we as an Association shall become bound by its provisions and shall work faithfully to implement those mandates and requirements. For no one is above the law and all are under the law. As I hope all members of this committee well understand, the exercise of democracy must be protected and prevail. This for us is a core guiding value.

In this respect, our staff have already invested a significant amount of time to conceptualize what the role of employer bargaining agent would mean, as is provided to our Association under the Act. With the same professionalism and expertise that they have always bestowed upon our province, our staff have conducted comparative analyses of how provincial teacher bargaining has been operationalized in other jurisdictions. They have drawn important lessons, models and procedures from the Canadian experience and have brought forward options for further consideration. Not as endorsement for Bill 45 mind you, but at all times to ensure unfettered and unhindered service continuity across any legislative amendments that may apply to their work. This has been undertaken to guarantee their ability to remain always responsive to meeting the needs of our communities.

Central to the options and procedures that staff have explored has been the recognition that, until otherwise notified, school boards shall remain the employing authority for all teachers. As such, it is critical that any bargaining mandate staff receive, when serving as agent, reflect the traditional process that has always been used for everyone's mutual advantage.

Staff believe that, through the establishment of a representative steering committee, comprised of regional and other interested representatives, such a model would strike a balance between local and provincial bargaining interests. Just as occurs in every other Canadian jurisdiction where school boards exercise local voice and local choice, the provincial bargaining process need not diminish local interests. Rather it embraces them through carefully constructed structural mechanisms, as our staff have learned from their counterparts.

Should the Minister under Bill 45 thus extend the employee agent role to MSBA, please note that staff are more than ready and have investigated the most practical way forward in this regard. One that brings all actors together with shared purpose, to ensure that Manitoba's collective working environment for our students, teaching staff and schools remains agreeable and strong.

To conclude, what I will say is that, in view of the parallel introduction of Bill 64, most of what is embodied under Bill 45 would be rendered inconsistent or to no force or effect upon the assent of that other Act. As it is not the purpose of this committee to address that Bill at this time, I will simply indicate that ten minutes does not allow for a full clause by clause treatment of all that is drafted under Bill 45. Nor does it permit for a cross referencing of provincial teacher bargaining provisions under both 45 and 64. Many challenges and questions concerning the co-operation of both statutes will be immediately noticeable by anyone who reads both drafts.

To that end, our tabled written submission will, we believe, serve to provide additional observations pertaining to the specific clauses that appear in current form under Bill 45. We reserve our right to address Bill 64 at a later date and at another forum.

As has always been true over the course of MSBA's 115 year history of service to Manitoba, our staff are further available to inform and research any matter or issue of consequence for public education. They are further mandated to cooperate with any Crown Departments in any project of mutual advantage.

In keeping with our role to promote these causes, any questions you may direct to MSBA at the close of this presentation, we will take away and reserve for full written response following tonight's hearing. As staff in the Department of Education — indeed, at the highest levels of The Civil Service are no doubt aware, labour relations is a profession of highly technical sophistication. This was, undoubtedly, why MSBA was included under Bill 45 as a prospective employer bargaining agent. You are well aware that we did not seek this role ourselves and only came to learn of this intention when the Bill was published.

The role and responsibility of providing technical expertise and information therefore rightly falls to our Association's Labour Relations and Human Resources professionals. Accordingly, you can forward questions to MSBA following tonight's hearing or ask them now, as our staff will note any questions you may have, for further and later response.

Thank you for providing an opportunity for the Manitoba School Boards Association to address this Bill.



President,
On behalf of the Manitoba School Boards Association

Appendices

- A – Points for consideration
- B – The Public Schools Act and Manitoba Teachers' Society Act Amendments
- C – Recommendations Regarding Bill 45
- D – Teacher contract
- E – Teacher Salaries Across Canada

APPENDIX A

Bill 45 - April 14, 2021 Committee Hearing

Standing Committee on Social and Economic Development

Presenter: Alan Campbell, Manitoba School Boards Association

Points for consideration:

- Introducing the ability to pay language as outlined in Bill 45 will assist employers reach more favourable settlements through the interest arbitration process. The supports, services and institutional knowledge that this department has developed should be protected.
- In various sections, Bill 45 amends the word “board” to “division or school district” this may appear as updating the language to reflect the fact that teachers work for the school division as oppose to the school board. However, there are a few sections which cause confusion and in our opinion change the meaning of the act. Before we review these sections, it is important to outline that most school boards have implemented a CEO reporting structure, which means the employee of the school board is the Superintendent/CEO and all other employees (Teachers, Custodians, School Secretaries, etc) report to the Superintendent/CEO.
- Under the Bill 45, the Manitoba School Boards Association (MSBA) is appointed as the Employer Representative and on the date of proclamation, provincial bargaining for teachers will commence. How would provincial bargaining transition from MSBA to the employer under Bill 64?
- Upon a review of teacher compensation across Canada, Manitoba teachers rank 2nd 1(Appendix E) with regard to compensation outcomes relative to other jurisdictions south of the 60th parallel. School divisions have also been able to keep employer costs very low.
- In Manitoba, teachers’ health and welfare benefits are provided through a trust co- sponsored by the Manitoba Teachers’ Society (MTS) and MSBA. The trust has been structured so that teachers pay 100% of the benefits premiums on a pre-tax basis for extended health and dental benefits, resulting in a significant savings to the teachers and employers. The teachers save approximately 40% on the actual cost of their benefits by virtue of the fact that their premiums are remitted on a pre-tax basis and the employers don’t pay any benefit costs.
- School board have also been able to retain some key management rights which other provincial jurisdictions have negotiated away. In Manitoba, school boards are not restricted by collective agreement language with regards to teacher workload, class size and composition to name a few.
- The large majority of school board also negotiate with their bargaining unit in the evening to ensure teachers are in front of their students on a regular basis and the collective bargaining process doesn’t interfere with student education.
- The Labour Relations and Human Resources (LRHR) staff at MSBA are the experts with interpretation, application and administration of the 38 teacher collective agreements as well as

teacher bargaining in this province. In a typical bargaining round, these consultants play a key role as Lead Spokesperson at the bargaining tables for 34 of the 38 school boards. They also research, compare and analyse the necessary data to help inform all boards with regards to their bargaining mandates. Should the collective bargaining process break down, MSBA LRHR staff typically lead and represent divisions in preparing and presenting during the interest arbitration process.

¹ Teacher salaries across Canada, BCTF Research as of April 2018

APPENDIX B

Bill 45 - April 14, 2021 Committee Hearing

Standing Committee on Social and Economic Development Presenter:

Alan Campbell, Manitoba School Boards Association

Bill 45 *The Public Schools Amendment and Manitoba Teachers' Society Amendment Act*

Current	Amendments	MSBA Comments
	<p style="text-align: center;">PART 1 THE PUBLIC SCHOOLS ACT</p> <p><i>C.C.S.M. c. P250 amended</i></p> <p><u>1</u> <i>The Public Schools Act is amended by this Part.</i></p>	
<p>Act applies to the francophone school division <u>21.3</u> This Act applies to the francophone school division with the exception of the following provisions:</p> <ul style="list-style-type: none"> (a) sections 4.1 and 5; (b) subsections 7(1), (2), (3) and (6); (c) subsections 9(4) and (5.1) to (12); (d) sections 21.50, 22 and 24; (d.1) [repealed] S.M. 2010, c. 33, s. 56; (e) subsections 41(4), (5), (5.1) and (6); (f) sections 57 and 58; (f.1) clause 58.3(b) and subsection 58.4(1); (g) section 79; (h) subsections 186(1.2) and (2); (i) sections 187 to 190. 	<p><i>The following is added after clause 21.3(g):</i></p> <p>(g.1) subject to subsection 112.1(1), Division 1 of Part VIII;</p>	
<p>Certified teachers and principals <u>91(1)</u> No person is legally qualified to teach or to be employed by a school board as a teacher or principal unless that person holds a valid and subsisting certificate issued by the minister under <i>The Education Administration Act</i>.</p> <p>Pupils in care of teacher aides <u>91(2)</u> Notwithstanding subsection (1) and subject to the regulations a school board may authorize the principal to leave pupils in the care and charge of school social workers, psychologists, teacher aides, student teachers and other designated responsible persons without having a certified teacher in attendance.</p>	<p><u>3</u> <i>Section 91 is amended by striking out "board" wherever it occurs and substituting "division or school district".</i></p>	

Bill 45 The Public Schools Amendment and Manitoba Teachers' Society Amendment Act, cont'd

Current	Amendment	MSBA Comments
<p>Teachers' agreements <u>92(1)</u> An agreement between a school board and a teacher must</p> <ul style="list-style-type: none"> (a) be in writing, and be in the form and contain the content prescribed by the minister; and (b) be signed by the board and teacher, and sealed with the seal of the board. 	<p><u>4(1)</u> <i>Subsection 92(1) is amended</i></p> <p><i>(a) in the part before clause (a), by striking out "school board" and substituting "school division or school district"; and</i></p> <p><i>(b) by replacing clause (b) with the following:</i> (b) be signed by the school division or school district and the teacher.</p>	<p>NOTE 1</p> <p>Where you find a copy of the teachers' employment agreements is in The Public Schools Act Regulation P250 – M.R. 218/2004 entitled "Form of Agreement (School Boards and Teachers) Regulation. Upon review the most widely use contract entitled "Schedule A" (Teacher- General) the term "division" is used one time and the term "board" is used ten times. This regulation is not affected by this bill and therefore the current wording will remain. Should it remain, the language is not consistent between these pieces of legislation. Given the fact that the term "board" is used the vast majority of the times there must be a distinction between these two terms. It is our opinion this could cause confusion and therefore there must be some distinction between the terms.</p>
<p>Delivery of agreement to teacher <u>92(2)</u> Every school board after agreeing to employ a teacher shall, within two weeks, deliver to the teacher a written agreement in triplicate, duly executed by the school board and thereafter the teacher shall immediately execute the agreement upon receipt thereof and shall return two copies thereof to the school board.</p>	<p><u>4(2)</u> <i>Subsections 92(2) and (3) are amended by striking out "board" wherever it occurs and substituting "division or school district".</i></p>	<p>NOTE 2</p> <p>An agreement between a teacher and school board is not signed by the Board Chair until the board passes a resolution accepting a recommendation from the Superintendent to employ the teacher. Typically the school principal will interview and offer a teacher a position, subject to a number of conditions which includes superintendent and board approval. These extra steps allow for checks and balances to take place and ensure the school principal has done their due diligence. By changing "board" to "division" this causes confusion and it is unclear if a principal will have the power to employ teachers as principals are the division's representative in each school.</p>
<p>Hearing by school board before dismissal of a teacher <u>92(3)</u> Where a complaint is made to a school board respecting the competency or character of a teacher, the school board shall not terminate its agreement with the teacher unless it has communicated the complaint to the teacher or his representative and given him an opportunity to appear personally or by representation before the school board to answer the complaint.</p>	<p><u>4(2)</u> <i>Subsections 92(2) and (3) are amended by striking out "board" wherever it occurs and substituting "division or school district".</i></p>	<p>NOTE 3 – Please see below for comments</p>

Current	Amendment	MSBA Comments
<p>Action on termination of agreement <u>92(4)</u></p> <p>Where an agreement between a teacher and a school board is terminated by one of the parties thereto, the party receiving the notice of the termination may within seven days of the receipt thereof request the party terminating the agreement to give reasons for the termination, in which case the party terminating the agreement shall, within seven days from the date of receipt of the request, comply therewith and where the school board terminates the agreement of a teacher who has been employed by the school board under a prescribed agreement for more than one full school year, as defined by the minister by regulation, the following clauses apply:</p> <p>(a) the teacher, by notice in writing served on the school board within seven days of the date the reason for terminating the agreement was given, may require that the matter of the termination of the agreement be submitted to an arbitration board composed of one representative appointed by the teacher and one representative appointed by the school board and a third person who shall be chairman of the board of arbitration, mutually acceptable to and chosen by the two persons so appointed, none of whom shall be a member or employee of the school board;</p> <p>(b) each party to the agreement shall appoint its representative to the board of arbitration within 10 days of the serving of the notice by the teacher under clause (a);</p> <p>(c) where the members of the arbitration board appointed by the parties cannot agree on a decision, the chairman shall make the decision and his decision shall be deemed to be a decision of the arbitration board;</p> <p>(d) the issue before the arbitration board shall be whether or not the reason given by the school board for terminating the agreement constitutes cause for terminating the agreement;</p> <p>(e) where, after the completion of hearings, the arbitration board finds that the reason given for terminating the agreement does not constitute cause for terminating the agreement it shall direct that the agreement be continued in force and effect and subject to appeal as provided in <i>The Arbitration Act</i> the decision and direction of the arbitration board is binding upon the parties;</p>	<p><u>4(3)</u> <i>Subsection 92(4) is amended by striking out "school board" wherever it occurs and substituting "school division or school district".</i></p>	<p>NOTE 3</p> <p>Changing the language in 92(3) and 92(4) to read as proposed, is a fundamental change in the process that does not necessarily allow the teacher the right to appear before the elected school board but rather the Superintendent/CEO. Under the current process, the Superintendent/CEO is the one making the recommendation to the school board to terminate the teacher's contact. Once the hearing before board is finished, the board then deliberates (without the Superintendent/CEO) and renders a decision.</p> <p>Under the proposed language, who would recommend the termination and who would render a decision to terminate?</p> <p>Please note, principals are in the same collective agreement as the teachers and are also represented by the same union. The current process allows for due process for the teacher and ensures that termination is warranted in each situation by having multiple levels of review.</p>

<p>(f) the arbitration board shall, within 30 days after its appointment make its decision and shall immediately forward a copy thereof to each of the parties and to the minister;</p> <p>(g) where a board of arbitration is appointed under this Part the remuneration to be paid to and the expenses incurred by the members of the board in carrying out their duties shall be borne equally by the parties to the dispute.</p>		
<p>Accumulated teaching service <u>92(5)</u> Where a teacher enters into an agreement with a school board and has previously been employed as a teacher by that or one other school board in the province for more than one full school year within three years prior thereto, that prior period of employment shall, for the purposes of subsection (4), be deemed to be time during which the teacher was employed under the new agreement.</p>	<p><u>4(4)</u> <i>Subsection 92(5) is amended by striking out "board" wherever it occurs and substituting "division or school district".</i></p>	
<p>Right of teacher to recover salary <u>92(6)</u> A teacher is entitled to recover from the school board any salary or other remuneration due to him because of the unlawful or improper termination of his agreement by the school board.</p>	<p><u>4(5)</u> <i>Subsection 92(6) is amended by striking out "board" and substituting "division or school district".</i></p>	<p>NOTE 4 As outlined in 92(3) and 92(4) above, who would recommend termination and would a teacher be entitled to a hearing before the school board?</p>
<p>Penalties for breach of agreements <u>92(7)</u> A teacher who enters into an agreement with a school division or school district and wilfully neglects or refuses to comply with the terms of the agreement is liable on the complaint of the school board to have his certificate of qualification suspended by a field representative and a school board that enters into an agreement with a teacher and wilfully neglects or refuses to comply with the terms of the agreement is liable to pay to the teacher one month's salary at the rate stipulated in the agreement in addition to the salary to which he is entitled under the agreement.</p>	<p><u>4(6)</u> <i>Subsection 92(7) is amended by striking out "board" wherever it occurs and substituting "division or school district".</i></p>	
<p>Access to personnel records <u>92.1</u> A school board or a person acting on behalf of a school board shall</p> <p>(a) provide a teacher with access to the teacher's personnel record upon request; and</p> <p>(b) upon request by a teacher, attach to the personnel record the teacher's written objection to, or explanation or interpretation of, any matter contained in the personnel rec</p>	<p><i>Section 92.1 is amended, in the part before clause (a), by striking out "school board" wherever it occurs and substituting "school division or school district".</i></p>	

Bill 45 The Public Schools Amendment and Manitoba Teachers' Society Amendment Act, cont'd

Current	Amendment	MSBA Comments
<p>Accumulation of sick leave <u>93(1)</u> Each teacher who is continuously employed by a school board shall accumulate entitlement for sick leave at the rate of one day of sick leave with pay for every nine days of actual teaching service, or fraction thereof, unless a collective agreement governing the working conditions of the teacher provides for another manner of accumulating sick leave.</p> <p>Maximum sick leave in any year <u>93(2)</u> No teacher shall accumulate more than 20 days sick leave with pay under subsection (1) in any year unless a collective agreement governing the working conditions of the teacher provides otherwise.</p> <p>Maximum sick leave <u>93(3)</u> No teacher shall accumulate more than 75 days sick leave with pay under subsections (1) and (2) unless a collective agreement governing the working conditions of the teacher provides otherwise.</p>	<p><i>Sections 93 to 95 are repealed.</i></p>	
<p>Effective sick leave on service <u>93(4)</u> For the purposes of determining sick leave under this section and for the purposes of determining sick leave under a collective agreement, unless the collective agreement provides otherwise, (a) any day during which a teacher is absent from school because of sickness does not constitute part of actual teaching service; and (b) the number of days a teacher is on sick leave with pay shall be deducted from his accumulated sick leave with pay entitlement when he returns to work.</p> <p>Salary during sick leave <u>93(5)</u> Where a teacher whose sick leave is governed by subsections (1), (2) and (3) is sick, he is entitled to be paid his salary during his sick leave up to the maximum entitlement as determined in accordance with this section.</p>	<p><i>Sections 93 to 95 are repealed.</i></p>	

Bill 45 The Public Schools Amendment and Manitoba Teachers' Society Amendment Act, cont'd

Current	Amendment	MSBA Comments
<p>Payment for sick leave under collective agreement <u>93(6)</u> Where a teacher whose sick leave is governed by the provisions of a collective agreement, whether entered before or after the coming into force of this section, is sick, he is entitled to be paid during his sick leave whatever is provided in the collective agreement.</p> <p>Continuance of prior entitlement <u>93(7)</u> Any sick leave accumulated by a teacher under any previous Act of the Legislature respecting public schools or under any collective agreement governing the working conditions of the teacher, whether entered into before or after the coming into force of this Act, is not cancelled by the enactment of this section or this Act but continues to be usable by the teacher as accumulated sick leave subject to the maximum of sick leave for the teacher as provided under this section or, where the collective agreement provides otherwise, subject to the maximum sick leave as provided in the collective agreement.</p>		
<p>Certificate of physician <u>94</u> Subject to any collective agreement governing the working conditions of the teacher, where a teacher is absent from school because of sickness, the school board may require the teacher to submit to the school board a medical certificate from a duly qualified medical practitioner certifying that the teacher was sick during the period of absence.</p> <p>Power of trustees to extend sick leave <u>95(1)</u> Notwithstanding section 93, a school board may in any school year grant to a teacher sick leave with or without pay for a period longer than that authorized under section 93.</p>	<p><i>Sections 93 to 95 are repealed.</i></p>	<p>NOTE 5 This section is not generally included in teacher collective agreements, as it is covered off in legislation. By removing this provision one could take the position that the division does not have the right to ask for a doctor's note in order for a teacher to receive paid sick leave benefits under the provisions in a collective agreement.</p>

Current	Amendment	MSBA Comments
<p>Sick leave negotiable <u>95(2)</u> Notwithstanding any other provision of this Act, a school board may negotiate, and shall be deemed always to have had authority and capacity to negotiate with a local society representing teachers employed by it, as part of a collective agreement, the right and entitlement of teachers to sick leave and to accumulate sick leave and all matters relating to the manner of accumulating and limiting the accumulation of sick leave as part of the working conditions of the teachers and, where the school board and the local society cannot agree on those matters, the matter may be referred for arbitration under Part VIII in the same way as any other dispute arising out of negotiations for a collective agreement.</p> <p>Labour Relations Act applies <u>95(3)</u> Section 78 of <i>The Labour Relations Act</i> applies to any dispute as to the meaning, application or alleged violation of a provision of a collective agreement relating to sick leave of teachers.</p> <p>Validation of old provisions re sick leave <u>95(4)</u> Where a collective agreement governing the working conditions of teachers entered into before the coming into force of this Act contained a provision relating to sick leave, the provision is valid and enforceable as though section 93 and subsections (2) and (3) had been in force at the time the collective agreement was negotiated and entered into.</p> <p>Continuance of sick leave provisions in collective agreements <u>95(5)</u> Notwithstanding any other provision of this Act or <i>The Education Administration Act</i> or the regulations under either Act, all provisions relating to sick leave for teachers in any collective agreement governing the working conditions of teachers which is in effect on the coming into force of this section continue in force and effect on, from and after the coming into force of this section in accordance with the terms of that collective agreement.</p>	<p><i>Sections 93 to 95 are repealed.</i></p>	

Bill 45 *The Public Schools Amendment and Manitoba Teachers' Society Amendment Act, cont'd*

Current	Amendment	MSBA Comments
<p>Duties of teacher <u>96(1)</u> Every teacher shall</p> <p>(a) teach diligently and faithfully according to the terms of his agreement with the school board and according to this Act and the regulations;</p> <p>(b) keep a record of attendance in the manner and in such form as required by the school board;</p> <p>(c) maintain order and discipline in the school;</p> <p>(d) furnish to the minister, or to a field representative, any information that it may be in his power to give respecting anything connected with the operations of the school or in any way affecting its interests;</p> <p>(e) notify the principal who shall notify the appropriate local health authority of the area in which the school is situated or where there is no local health authority the school board that he has reason to believe that a pupil attending the school has been exposed to or is suffering from a communicable disease as defined in <i>The Public Health Act</i> and regulations made thereunder;</p>	<p><i>Clauses 96(1)(a), (b), (e) and (g) are amended by striking out "school board" and substituting "school division or school district".</i></p>	<p>NOTE 6 Duties of teacher <u>96(1) (a)</u> Changing the language in this sub-section is not consistent with certain sections of The Public School Act surrounding powers and duties of school board and regulations. Specifically, sections 41(1)(g) of the PSA and the forms of agreement regulation.</p>
<p>(f) seize or cause to be seized and take possession of any offensive or dangerous weapon that is brought to school by a pupil and hand over any such weapon to the principal who shall notify the parent or guardian warning him that the pupil may be suspended or expelled from the school;</p> <p>(g) deliver or cause to be delivered or provide the parent or guardian of each pupil taught by him reports of the pupil at the times and in the manner determined by the school board;</p> <p>(h) admit to his classroom student teachers enrolled in a teacher education institution approved by the minister, for the purpose of practice teaching and of observing instruction.</p>		

Bill 45 *The Public Schools Amendment and Manitoba Teachers' Society Amendment Act, cont'd*

Current	Amendment	MSBA Comments
<p align="center">PART VIII</p> <p align="center">ARBITRATION OF COLLECTIVE BARGAINING DISPUTES</p>	<p><i>The heading for Part VIII is replaced with</i></p> <p align="center">"TEACHER COLLECTIVE BARGAINING"</p>	
	<p><i>The centred heading before section 97 is replaced with the following:</i></p> <p align="center">DIVISION 1 GENERAL</p>	
<p>Definitions</p> <p><u>97(1)</u></p> <p>The definitions in this subsection apply in this Part.</p> <p>"dispute" means any dispute or difference, or apprehended dispute or difference, between a school board and one or more of the teachers it employs or a bargaining agent acting on behalf of those teachers as to</p> <p>(a) matters or things affecting or relating to terms or conditions of employment or work done or to be done by the employer or by the teacher or teachers, or</p> <p>(b) privileges, rights and duties of the school board or the teacher or teachers that are not specifically set out in this Act or <i>The Education Administration Act</i> or in the regulations made under either of those Acts.</p> <p>However, it does not include a controversy or difference arising out of the termination or threatened termination of a teacher's contract. (« différend »)</p> <p>"party" means the bargaining agent for a unit of teachers on the one hand, or the school board that employs those teachers on the other hand, and "parties" means the two of them. (« partie »)</p> <p>"teacher" means a person employed by a school board under a written contract prescribed under section 92 and who holds a valid and subsisting teacher's certificate or limited teaching permit issued under <i>The Education Administration Act</i>. It includes a principal, a vice-principal and a person certified as a clinician. It does not include a superintendent, assistant superintendent or deputy superintendent. (« enseignant »)</p>	<p><u>10(1)</u></p> <p><i>Subsection 97(1) is amended</i></p> <p><i>(a) in the part before the definition "dispute", by striking out "Part" and substituting "Division";</i></p> <p><i>(b) in the definition "dispute", by striking out "school board" wherever it occurs and substituting "school division or school district";</i></p> <p><i>(c) in the definition "teacher", by striking out "school board" and substituting "school division or school district";</i></p> <p><i>(d) in the definition "unit",</i></p> <p><i>(i) by striking out "school board" and substituting "school division or school district", and</i></p> <p><i>(ii) by striking out "school boards" and substituting "school divisions or school districts";</i></p> <p><i>(e) by repealing the definition "party"; and</i></p>	

Current	Amendment	MSBA Comments
<p align="center">PART VIII ARBITRATION OF COLLECTIVE BARGAINING DISPUTES</p>	<p><i>The heading for Part VIII is replaced with</i></p> <p align="center">"TEACHER COLLECTIVE BARGAINING"</p>	
<p>"unit" has the same meaning as in <i>The Labour Relations Act</i>, and includes a group of teachers. When the expression "appropriate for collective bargaining" is used with reference to a unit, it means a unit that is appropriate for collective bargaining, whether it is a group of teachers employed by a single school board or by two or more school boards. (« unité »)</p>	<p><i>(f) by adding the following definitions:</i></p> <p>"employer bargaining representative" means the employer bargaining representative appointed under subsection 99.7(1). (« représentant patronal »)</p> <p>"employers organization" means the employers organization established under section 99.6. (« association d'employeurs »)</p> <p>"teachers' bargaining agent" means, subject to section 99.4, The Manitoba Teachers' Society, as designated under section 99.3. (« agent négociateur des enseignants »)</p>	
<p>Words and expressions in Labour Relations Act <u>97(2)</u> Words and expressions used in this Part and not defined in subsection (1) have the same meaning as in <i>The Labour Relations Act</i>, except when the context of this Part requires otherwise.</p>	<p><u>10(2)</u> <i>Subsection 97(2) is amended by striking out "Part" wherever it occurs and substituting "Division".</i></p>	
	<p><u>11</u> <i>The following is added after section 97:</i></p> <p>Application — Manitoba Institute of Trades and Technology <u>97.1</u> For the purpose of this Division,</p> <p>(a) the board of the Manitoba Institute of Trades and Technology, as continued under <i>The Manitoba Institute of Trades and Technology Act</i>, is a school division; and</p> <p>(b) a person employed by the Institute to teach one or more high school courses provided by the Institute is a teacher if the person</p> <p>(i) is employed by the Institute under a written contract prescribed under section 92, and</p> <p>(ii) holds a valid and subsisting teacher's certificate or limited teaching permit issued under <i>The Education Administration Act</i>.</p>	

Bill 45 *The Public Schools Amendment and Manitoba Teachers' Society Amendment Act, cont'd*

Current	Amendment	MSBA Comments
<p>Labour Relations Act applies <u>98(1)</u> <i>The Labour Relations Act</i> applies to teachers, bargaining agents for units of teachers, and school boards, but if a provision of this Act conflicts or is inconsistent with <i>The Labour Relations Act</i>, the provision of this Act prevails.</p>	<p><u>12(1)</u> <i>Subsection 98(1) is amended by striking out "teachers, bargaining agents for units of teachers, and school boards" and substituting "school divisions and school districts, the teachers' bargaining agent and teachers".</i></p>	
<p>School principals are employees under Labour Relations Act <u>98(2)</u> A principal or vice-principal employed by a school board is deemed to be an employee under <i>The Labour Relations Act</i>, and a unit that includes a principal or vice-principal with other teachers is deemed to be a unit appropriate for collective bargaining.</p>	<p><u>12(2)</u> <i>Subsection 98(2) is amended by striking out "board" and substituting "division or school district".</i></p>	
<p>Part does not apply to the Crown <u>99</u> This Part does not apply to the Crown in right of Manitoba or to teachers employed by the Crown.</p>	<p><u>13</u> <i>Section 99 is amended by striking out "Part" and substituting "Division" in the section heading and in the section.</i></p>	
	<p><u>14</u> <i>The following is added after section 99 and before the centred heading that follows it:</i></p>	
	<p style="text-align: center;">COLLECTIVE BARGAINING</p> <p>Application <u>99.1</u> Subject to clause 21.3(g), this Division applies to (a) every school division and school district; (b) every teacher employed by a school division or school district; (c) the teachers' bargaining agent; and (d) the employers organization and the employer bargaining representative.</p> <p>School division or school district is employer <u>99.2</u> Nothing in this Division affects the status of a school division or school district as the employer of its teachers.</p> <p>Teachers' bargaining agent <u>99.3(1)</u> For the purpose of collective bargaining, The Manitoba Teachers' Society is designated as the teachers' bargaining agent for every unit of teachers.</p> <p>Capacity of Manitoba Teachers' Society <u>99.3(2)</u></p>	

	<p>In carrying out its and duties and exercising its powers under this Division, The Manitoba Teachers' Society (a) is deemed to be a bargaining agent under <i>The Labour Relations Act</i>; and</p> <p>(b) is deemed to have the capacity to perform the duties and exercise the powers of the teachers' bargaining agent.</p> <p>Replacement of teachers' bargaining agent</p> <p>99.4</p> <p>Despite section 99.3, if a union is certified under <i>The Labour Relations Act</i> to represent the majority of teachers in the province, that union becomes the teachers' bargaining agent in place of The Manitoba Teachers' Society.</p>	
	<p>Exclusive authority of teachers' bargaining agent</p> <p>99.5</p> <p>The teachers' bargaining agent has exclusive authority to bargain collectively with the employers organization on behalf of every unit of teachers and all teachers in those units and to bind the teachers by collective agreement.</p> <p>Employers organization for school divisions and school districts</p> <p>99.6</p> <p>For the sole purpose of collective bargaining in relation to teachers, an employers organization is hereby established consisting of every school division and school district.</p> <p>Appointment of employer bargaining representative</p> <p>99.7(1)</p> <p>The minister must appoint an employer bargaining representative to represent the employers organization.</p>	

Bill 45 *The Public Schools Amendment and Manitoba Teachers' Society Amendment Act, cont'd*

Current	Amendment	MSBA Comments
	<p>Role of Manitoba School Boards Association 99.7(2) The minister must not appoint any person other than the Manitoba School Boards Association as the employer bargaining representative without having first consulted with the association.</p> <p>Employer bargaining representative 99.8(1) The employer bargaining representative must establish policies and procedures for the effective performance of its duties and exercise of its powers as the employer bargaining representative.</p> <p>Capacity of employer bargaining representative 99.8(2) The employer bargaining representative is deemed to have the capacity to perform the duties and exercise the powers of the employer bargaining representative under this Division.</p>	<p>See APPENDIX B – Recommended bargaining structure</p>
	<p>Exclusive authority of employer bargaining representative 99.8(3) The employer bargaining representative has exclusive authority to bargain collectively on behalf of the employers organization and to bind its member school divisions and school districts to any collective agreement that is concluded with the teachers' bargaining agent.</p> <p>Voting process for employers organization 99.9 If voting is required in respect of collective bargaining by the employer bargaining representative, the outcome of a vote must be decided by the approval of a majority of the members of the employers organization, with their votes weighted to reasonably reflect the size of the unit of teachers for each member school division or school district.</p> <p>Regulation requiring payment of fees 99.10 The Lieutenant Governor in Council may make regulations respecting fees to be paid by a school division or school district to the employer bargaining representative under this Division, including the amount or method of determining the fees and the time and manner in which they are to be paid.</p> <p>Cont'd</p>	<p>NOTE 7 Voting process for employers organization 99.9</p> <p>This process, limits the local voice of small school boards over large school boards.</p>

TEACHERS' COLLECTIVE AGREEMENTS

Parties to collective agreement respecting teachers

99.11(1)

The parties to a collective agreement respecting teachers are the school divisions and school districts and the teachers' bargaining agent.

Terms of collective agreement

99.11(2)

Subject to an arbitration award made under this Division, the terms of a collective agreement respecting teachers are the terms that have been agreed to by

- (a) the employers organization, as represented by the employer bargaining representative; and
- (b) the teachers' bargaining agent, as the bargaining agent for every unit of teachers.

Bill 45 *The Public Schools Amendment and Manitoba Teachers' Society Amendment Act, cont'd*

Current	Amendment	MSBA Comments
	<p><u>15</u> <i>The following is added before section 100 and after the centred heading "ARBITRATION PROCEEDINGS":</i></p>	
	<p>Meaning of "party" for arbitration proceedings <u>99.12</u> In sections 100 to 108, "party" means (a) the employers organization, as represented by the employer bargaining representative; and (b) the teachers' bargaining agent, as the bargaining agent for every unit of teachers.</p>	
<p>ARBITRATION PROCEEDINGS</p> <p>When arbitration may be initiated <u>100</u> If the parties have been unable to conclude a collective agreement and a period of at least 90 days has elapsed since notice was given to commence collective bargaining under section 60 or 61 of <i>The Labour Relations Act</i>, either party may initiate arbitration proceedings in accordance with this Part to decide the collective bargaining matters in dispute between them.</p> <p>Terms and conditions of agreement continue in effect <u>101</u> Unless the parties agree otherwise, if notice has been given to commence collective bargaining under section 60 or 61 of <i>The Labour Relations Act</i>, the terms and conditions of the collective agreement then in operation continue in effect until the parties conclude a collective agreement or until an arbitration award is made under this Part.</p>	<p><u>16</u> <i>Sections 100 and 101 are amended by striking out "Part" and substituting "Division".</i></p>	

Bill 45 *The Public Schools Amendment and Manitoba Teachers' Society Amendment Act, cont'd*

Current	Amendment	MSBA Comments
	<p><u>17(1)</u> <i>The following is added after subsection 105(2):</i> Criteria <u>105(2.1)</u> In making an award, the arbitrator or arbitration board must take into consideration all factors that they consider relevant, including (a) the ability of the school division or school district to pay in light of its fiscal situation; and (b) the economic situation in Manitoba.</p>	
<p>Reasons <u>105(4)</u> The award shall state the reasons on which it is based.</p>	<p><u>17(2)</u> <i>Subsection 105(4) is replaced with the following:</i> Reasons <u>105(4)</u> An interest arbitration award must state the reasons on which it is based, which must include the reasoning of the arbitrator or arbitrations board as to how the criteria in clauses (2.1)(a) and (b) have been applied.</p>	
<p>Award binding <u>106</u> An award of an arbitrator or arbitration board is binding on the bargaining agent, the teachers in the unit involved in the dispute and the school board.</p>	<p><u>18</u> <i>Section 106 is replaced with the following:</i> Award binding <u>106</u> The award of an arbitrator or arbitration board is binding on every school division and school district, the teachers in every unit of teachers and the teachers' bargaining agent.</p>	
<p>Collective agreement following award <u>108</u> Within 30 days after an award is made, the parties to the arbitration shall prepare and sign a collective agreement embodying all matters settled in the award.</p>	<p><u>19</u> <i>Section 108 is renumbered as subsection 108(1) and the following is added as subsection 108(2):</i> Representative authorized to sign <u>108(2)</u> The employer bargaining representative, acting on behalf of every school division and school district, is authorized to sign a collective agreement respecting teachers.</p>	

Bill 45 *The Public Schools Amendment and Manitoba Teachers' Society Amendment Act, cont'd*

Current	Amendment	MSBA Comments
<p>Collective agreement binding <u>109</u> A collective agreement entered into by a bargaining agent for a unit of teachers and a school board is binding on (a) the bargaining agent and every teacher in the unit to which the collective agreement applies; and (b) the school board.</p>	<p><u>20</u> <i>Section 109 is replaced with the following:</i> Collective agreement binding <u>109</u> A collective agreement entered into by the teachers' bargaining agent and the employer bargaining representative is binding on (a) the employers, being the school divisions or school districts; and (b) the teachers' bargaining agent and every teacher in the unit to which the collective agreement applies.</p>	
<p>Lockout by school board prohibited <u>111</u> No school board shall declare or cause a lockout of teachers.</p>	<p><u>21</u> <i>Section 111 is amended by striking out "school board" and substituting "school division or school district" in the section heading and in the section.</i></p>	
<p>Penalty for illegal lockout — school board <u>112(1)</u> Every school board that declares or causes a lockout of teachers is guilty of an offence and is liable on summary conviction to a fine of not more than \$25,000.</p> <p>Penalty for illegal lockout — person <u>112(2)</u> Every person who, acting on behalf of a school board, declares or causes a lockout of teachers is guilty of an offence and is liable on summary conviction to a fine of not more than \$2,000.</p> <p>Penalty for illegal strike — bargaining agent <u>112(3)</u> Every bargaining agent that declares or authorizes a strike of teachers is guilty of an offence and is liable on summary conviction to a fine of not more than \$25,000.</p>	<p><u>22</u> <i>Section 112 is amended by striking out "school board" wherever it occurs and substituting "school division or school district".</i></p>	

Bill 45 *The Public Schools Amendment and Manitoba Teachers' Society Amendment Act, cont'd*

Current	Amendment	MSBA Comments
<p>Penalty for illegal strike — officers <u>112(4)</u> Every officer or representative of a bargaining agent who authorizes or participates in a strike vote of teachers, or declares or authorizes a strike of teachers, is guilty of an offence and is liable on summary conviction to a fine of not more than \$2,000.</p> <p>Continuing offence <u>112(5)</u> Each day that a school board, person acting on behalf of a school board, bargaining agent, or officer or representative of a bargaining agent contravenes a provision of this Act constitutes a separate offence.</p>		
	<p><u>23</u> <i>The following is added after section 112:</i></p> <p style="text-align: center;">DIVISION 2 FRANCOPHONE SCHOOL DIVISION</p> <p>Application of Division 1 <u>112.1(1)</u> Subject to this section, the following provisions of Division 1 apply for the purpose of collective bargaining between the francophone school division and the unit of teachers employed by the francophone school division, with necessary changes: (a) the definitions "dispute", "teacher" and "unit" in section 97; (b) sections 98, 99 and 99.2; (c) sections 100 to 112, except subsection 108(2) and section 109.</p> <p>Definition of "party" <u>112.1(2)</u> In applying sections 100 to 112, "party" means, as the case may be, the francophone school division or the bargaining agent for the unit of teachers employed by the francophone school division, and "parties" means the two of them.</p> <p>Collective agreement binding <u>112.1(3)</u> A collective agreement entered into by the francophone school division and the bargaining agent for the unit of teachers employed by the francophone school division is binding on (a) the francophone school division; and (b) the bargaining agent and every teacher in the unit to which the collective agreement applies.</p>	

Bill 45 The Public Schools Amendment and Manitoba Teachers' Society Amendment Act, cont'd

Current	Amendment	MSBA Comments
<p>Authorized closures <u>198</u> Where under the regulations the minister prescribes the number of days a school must be operated before the whole or any part of a grant is paid to the school division, any day during which a school is closed</p> <ul style="list-style-type: none"> (a) by reason of sickness of the teacher, but in any case not exceeding the sick leave entitlement under section 93; or (b) by order of the health officer under <i>The Public Health Act</i> or regulations made thereunder; or (c) by reason of the use of the school building for the purpose of holding an election; or (d) under the regulations; <p>shall, if the teacher is entitled to receive his salary for that day, be deemed to be a teaching day on which the school is operated within the meaning of the regulations.</p>	<p><u>24</u> <i>Clause 198(a) is amended by striking out "section 93" and substituting "the collective agreement that applies".</i></p>	

Bill 45 *The Public Schools Amendment and Manitoba Teachers' Society Amendment Act, cont'd*

Current	Amendment	MSBA Comments
	PART 2 THE MANITOBA TEACHERS' SOCIETY ACT	
	<i>C.C.S.M. c. T30 amended</i> <u>25</u> <i>The Manitoba Teachers' Society Act is amended by this Part.</i>	
	<u>26</u> <i>The following is added after section 16 and before the centred heading, that follows it.</i>	
	<p style="text-align: center;">COLLECTIVE BARGAINING</p> <p>Society to establish a negotiating committee <u>16.1(1)</u> The society must establish a negotiating committee to carry out the duties and powers of the society under Part VIII of <i>The Public Schools Act</i>.</p> <p>Negotiating committee by-laws <u>16.1(2)</u> The provincial council must make by-laws (a) establishing the composition and structure of the committee; (b) providing that the majority of the members of the committee are to be elected by the members of the society; (c) assigning the responsibilities of the society under Part VIII of <i>The Public Schools Act</i> to be solely under the direction of the committee.</p> <p>Policies and procedures re negotiations <u>16.2</u> The society must establish policies and procedures for the effective performance of the negotiating committee's duties and exercise of the negotiating committee's powers.</p> <p>Expenses <u>16.3</u> The society must pay the expenses that are reasonably incurred by the negotiating committee and its members.</p>	

PART 3

TRANSITIONAL AND COMING INTO FORCE

Continuation of existing collective agreements

27(1)

A collective agreement between the bargaining agent for a unit of teachers and the school division or school district — in this section, the "parties" — that is in force on the day this section comes into force continues until the later of the following:

- (a) the day the agreement expires;
- (b) the day that the employers organization and the teachers' bargaining agent enter into a collective agreement.

Meaning of "employers organization" and "teachers' bargaining agent"

27(2)

In clause (1)(b), "employers organization" and "teachers' bargaining agent" have the same meaning as in subsection 97(1) of **The Public Schools Act**, as enacted by subsection 10(1) of this Act.

Application

27(3)

For the purpose of administering such a collective agreement between the parties while it continues,

- (a) sections 97 and 98 of **The Public Schools Act**, as those sections read before the coming into force of this Act, apply in respect of the parties to the agreement; and
- (b) sections 10 to 14 of this Act do not apply.

Certificates rescinded

28

On the day a collective agreement referred to in subsection 27(1) ceases to apply, the bargaining certificate of the applicable bargaining agent under **The Labour Relations Act** is rescinded.

Francophone school division excluded

29

Sections 27 and 28 do not apply to the francophone school division, the unit of teachers employed by the francophone school division or the bargaining agent for such a unit of teachers.

Coming into force

30

This Act comes into force on a day to be fixed by proclamation.

NOTE 8

If the date of proclamation is at a point in time where some teacher collective agreements are in force and others have expired it would be difficult to transition bargaining units and employers into a provincial bargaining process which has already begun between certain parties. We could also be faced with a situation where we have employers and bargaining units which may have had little to no input into the provincial bargaining process as their agreements had not expired and a bargaining mandate had already been set. Employers and bargaining unit could also find themselves in a situation where their collective agreement expires and they move into a provincial collective agreement that is currently in force to which they have had not had any input into the contents nor taken part in the bargaining process.

Explanatory Note

This Bill amends *The Public Schools Act* to establish centralized collective bargaining for teachers who are employed in the public school system. To facilitate this,

- an employers organization consisting of school divisions and school districts is established, and the minister is required to appoint an employer bargaining representative to act for that organization; and
- a teachers' bargaining agent — The Manitoba Teachers' Society, unless another union is certified to represent teachers — is given exclusive jurisdiction to act as the bargaining agent for teachers.

The employer's organization and the teachers' bargaining agent are the parties to the collective agreement that binds the school divisions and school districts and their teachers.

The francophone school division and its teachers are not affected by these changes.

When making an award, arbitrators are required to take into account the ability of a school division or school district to pay in light of its fiscal situation and the economic situation in Manitoba.

The Manitoba Teachers' Society Act is amended to require the society to establish a negotiating committee to carry out the society's duties and powers for centralized collective bargaining for teachers

APPENDIX C

Bill 45 - April 14, 2021 Committee Hearing
Standing Committee on Social and Economic Development
Presenter: Alan Campbell, Manitoba School Boards Association



Recommendations Regarding Bill 45



Employer Organization (99.6)

- Every School Division and School District.

Employer Representative (99.7)

- Currently MSBA Executive or Trustee Sub Committee of MSBA.

Minimum Composition of Employer Bargaining Team (Table Team)

- Would not recommend a large table team (over 8)
We would recommend the following:
- 2 Trustee (1 Rural, 1 Urban).
- 1 MSBA LRHR Lead Spokesperson.
- (other MSBA LRHR as required).
- 1 Superintendent.
- 1 Secretary-Treasurer.
- 1 Human Resource Representative.

Consulting with members for a mandate (Not in policy/procedure)

- MSBA LRHR to lead the consultation process with School Boards/Divisions.

Bargaining Mandate Authorization – (99.8(2) outlines employer representative has exclusive bargaining power)

Note: Financial mandate would come from Public Sector Compensation Committee of Cabinet and be incorporated into the broader mandate.

- MSBA Executive or Trustee Sub Committee of MSBA in consultation with MSBA LRHR.

Ratification – (99.8(3) authority to bargain and bind)

- MSBA Executive or Trustee Sub Committee of MSBA.

Advisory Committee

- Role: Advises on all bargaining issues including costing, union proposals, application/interpretation of current and proposed language etc.
- As required by the bargaining team.

Composition of Advisory Committee

- Lead by LRHR @ MSBA.
- 6-10 Senior Admin (Sup/Asst. Sup, Sec-Trea & HR Dir/manager). In consultation with MASS, MASBO and HRLR Liaison Committee (inclusive of table team).
- Diverse group of individuals from Rural, Urban and Northern School Divisions.
- Need flexibility to bring subject matter experts as needed.

Weighted Vote (If needed) (99.9)

- Board Ballot (By-law #5 (5)) as outlined below or a new weighted process could be developed.

Board Ballots

- The number of board ballots each board is eligible to receive will be determined in accordance with the following formula:
 - a. each member school board will be eligible to receive one board ballot;
 - b. boards will be eligible to receive an additional board ballot for each 1000 students enrolled in their division or district. For the purpose of determining the number of board ballots a board will receive, student numbers will be rounded up or down to the nearest 1000. The student number used to determine the number of ballots per board will be the immediately previous September 30 K-S4 full-time equivalent count used by the provincial government.

APPENDIX D

Bill 45 - April 14, 2021 Committee Hearing
Standing Committee on Social and Economic Development
Presenter: Alan Campbell, Manitoba School Boards Association

PUBLIC SCHOOLS

P250 — M.R. 218/2004

SCHEDULE A

Teacher — General

THIS AGREEMENT is made on _____, 20 .

BETWEEN:

("the school board")

AND

_____ ; being the holder of certificate #: _____

("the teacher")

- 1 The school board employs the teacher and the teacher accepts employment with the school board beginning on _____.
- 2 The teacher will be employed: *[strike out the clause that does not apply]*
 - (a) full-time; or
 - (b) part-time, for the following portion of a full-time teacher's employment: _____.
- 3 The teacher agrees to diligently and faithfully carry out the teaching assignment and other duties he or she is assigned by the school board in accordance with the Acts and regulations of Manitoba.
- 4 The school board agrees to pay the teacher in accordance with the collective agreement.
- 5 The parties agree that:
 - (a) the teacher is not required to work on days that are holidays or vacations, as set out in the *School Days, Hours and Vacations Regulation*, Manitoba Regulation 101/95;
 - (b) if absent due to illness, the teacher is entitled to receive his or her salary, without deduction, for the period specified in the sick leave provisions of the collective agreement or in the Acts and regulations of Manitoba.

- 6 If, immediately before entering into this agreement, a teacher has taught for the school board under a Limited Term Teacher – General agreement for two full consecutive years, that period is deemed, for the purposes of accumulating unused sick leave and determining length of service as a teacher, to have been completed under this agreement.

Unless the collective agreement provides a shorter period, for the purposes of this clause, a teacher is considered to have completed a full year of service if he or she has taught full-time or part-time under a single Limited Term Teacher – General agreement from the first teaching day of a fall term to the last teaching day of the next following spring term.

- 7 Clause 6 does not apply to a teacher who holds a limited teaching permit.
- 8 This agreement continues in force, and is deemed to be renewed from year to year, until it is terminated. This agreement is terminated
- (a) when the teacher and the school board agree to terminate it;
 - (b) on December 31, if one party gives the other written notice, with reasons if requested, at least one month in advance;
 - (c) on June 30, if one party gives the other written notice, with reasons if requested, at least two months in advance;
 - (d) if either party gives the other one month's written notice, in the case of an emergency affecting the welfare of the school board or the teacher; but in this case the school board may pay the teacher one month's salary instead of giving written notice.
- 9 When this agreement is terminated, the final payment of salary is to be adjusted so that the total salary received by the teacher is in accordance with the following formula:

$$A = B \times C/D$$

In this formula,

- A is the total salary to be received by the teacher;
- B is the annual salary rate in effect for the teacher, pursuant to the collective agreement;
- C is the number of days the teacher actually taught;
- D is the number of days in the school year prescribed by regulation.

Teacher — General

10 In this agreement,

"**certificate**" means a teaching certificate, issued by the Minister of Education, Citizenship and Youth; (« brevet »)

"**collective agreement**" means the collective agreement between the School Division or District and the local teacher's association of The Manitoba Teachers' Society that is in effect during the term of this agreement. (« convention collective »)

SIGNED:

Chair

Teacher

Secretary-Treasurer

Witness to teacher's signature

Note: The school board's seal is required, and this agreement is to be delivered as set out in subsection 92(2) of *The Public Schools Act*.

APPENDIX E

Bill 45 - April 14, 2021 Committee Hearing
Standing Committee on Social and Economic Development
Presenter: Alan Campbell, Manitoba School Boards Association

Teacher salaries across Canada

How does MB Compare?



*Weighted average

—BCTF Research; Source: salary data from collective agreements as of April 2018.